

### **REMARKS/ARGUMENTS**

These remarks are submitted in response to the Final Office Action of September 8, 2006 (Office Action). As the response is timely filed within the three-month statutory period, no fee is believed due. Nonetheless, the Examiner is expressly authorized to charge any deficiencies or credit any overpayment to Deposit Account No. 50-0951

On page 2 of the Office Action, Claims 1-2, 4-6, 9-10, 12-14, 17-19, 22-23, 25 and 27-29 were rejected under 35 U.S.C. § 102(e) as being unpatentable over U.S. Patent No. 6,208,726 to Bansal et al. (hereinafter Bansal). On page 3 of the Office Action, Claims 7-8, 15-16, 20-21 and 24 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Bansal in view of U.S. Patent Application No. 20030045267 to Himmel et al. (hereinafter Himmel), as well as the use of a bus in claims 20-21 and 24 being obvious.

No amendments to the claims have been presently made.

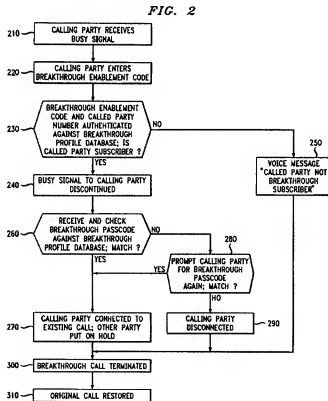
#### **I. The Claims Define Over Bansal**

As already noted, independent Claims 1, 9, 17 and 22 were rejected as being anticipated by Bansal. Applicants respectfully assert that Bansal fails to disclose or suggest the features of claims 1, 9, 17 and 22 of temporarily provisioning a telephone service feature that was not previously provisioned by an exchange carrier for the duration of the call.

Bansal is directed to a "system and method for automated emergency call breakthrough." Bansal provides a breakthrough feature which requires a prior subscription to an "automated breakthrough system":

Upon receipt of the breakthrough enablement code 110, central office 30 interfaces with emergency breakthrough server 20 to process an emergency breakthrough request. Upon receipt of a breakthrough enablement code 110, the central office 30 removes the busy signal tones transmitted to the calling party, and accesses breakthrough profile database 80. **Upon verifying that the called telephone number 85 dialed by the calling party is a subscriber to the automated breakthrough system, the central office 30 removes the busy signal transmitted to the calling party.** At this time, breakthrough server 20 awaits entry of a breakthrough passcode, such as a four digit number. (Bansal col. 2, lines 9-20)(emphasis added).

The Bansal system not only requires the called party to be a subscriber to this breakthrough feature, but further requires the requisite breakthrough enablement code, as in step 230, to be utilized as shown in FIG. 2:



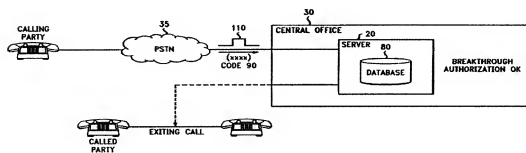
Bansal dedicates a breakthrough profile database 80 for subscribers to this service or feature:

**When the calling party keys in a correct breakthrough passcode 90 matching the passcode for the subscriber stored in breakthrough profile database 80, the central office 30 intervenes in the existing telephone conversation and connects the calling party to the called number.** The party on the existing call is given a message, such as "Your party has received an emergency breakthrough call. Please hold, your call will be restored when that call is complete", and their connection is put on hold. Once the telephone call of the calling party who has broken in is complete, the original connection to the called party is restored.

If the breakthrough passcode 90 does not match the passcode associated with the dialed number in breakthrough profile database 80, the central office 30 plays a brief message asking the calling party to retry, such as "enter your breakthrough passcode again". If properly entered, the calling party is connected, whereas if another incorrect passcode is entered, the calling party is disconnected. (Bansal col. 2, lines 21-39)(emphasis added).

The Bansal breakthrough profile database 80 is shown as follows:

*FIG. 3*



In contrast, claims 1, 9, 17 and 22 provide for temporarily provisioning a telephone service feature that was not previously provisioned by an exchange carrier for the duration of the call. Such a feature is not disclosed or suggested by breakthrough systems that require prior subscription and enablement codes as in Bansal. Accordingly, Applicants respectfully submit that claims 1, 9, 17, and 22 each define over the prior art. Applicants further respectfully submit that whereas the remaining dependent claims each depend from one of the independent claims while reciting additional features, it follows that dependent claims 2, 4-6, 10, 12-14, 18-19, 23, 25 and 27-29 likewise define over Bansal.

**II. The Subject Matter Of Himmel And The Claimed Invention Were Commonly Owned At The Time The Invention Was Made**

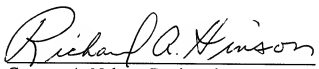
As already noted, dependent claims 7-8, 15-16, 20-21 and 24 were rejected as being obvious over Bansal in view of Himmel, as well as the use of a bus in claims 20-21 and 24 being obvious. Applicants respectfully disagree that the combination of Bansal and Himmel teaches or suggests every feature of the claimed invention. Applicants respectfully assert, however, that the issue is moot since the claimed invention and the subject matter of Himmel were commonly owned by the same entity, International Business Machines Corporation (IBM), at the time the claimed invention was made. Accordingly, Applicants respectfully submit that 35 U.S.C. § 103(c) precludes citing Himmel against the present invention. Applicants, therefore, respectfully request that the rejection of claims 7-8, 15-16, 20-21 and 24 be withdrawn. Applicants respectfully submit that even if the use of a bus in claims 20-21 and 24 was an obvious modification, for which they submit it is not, the cited prior art still does not disclose or suggest the features as described above.

**CONCLUSION**

Applicants believe that the application is now in full condition for allowance, which action is respectfully requested. Applicants request that the Examiner call the undersigned if clarification is needed on any matter within this Amendment, or if the Examiner believes a telephone interview would expedite the prosecution of the subject application to completion.

Respectfully submitted,

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